

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit of Publication	<input checked="" type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certification of Mailing	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/>	<input type="checkbox"/> Subpoena
<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit "6"	<input type="checkbox"/> Report	

**Austin & Rogers, P.A.**  
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December 10, 2008

**VIA ELECTRONIC FILING**

The Honorable Charles L. A. Terreni  
Chief Clerk and Administrator  
The Public Service Commission of South Carolina  
101 Executive Center Drive  
Columbia, South Carolina 29210

RE:     • Application of Mark S. Wrigley for Approval of the Sale of a Portion of the Assets of  
         Wyboo Plantation Utilities, Inc. to Clarendon County  
         • **Application for the Approval of the Sale of Assets**  
         • **Request for Expedited Treatment**

Dear Mr. Terreni:

Enclosed for filing is Mark S. Wrigley's Application for the Approval of the Sale of Assets to Clarendon County.

Please note that the Applicant is requesting expedited treatment in approval of his Application. The South Carolina Office of Regulatory Staff's Counsel is being served with this filing, along with a representative of the South Carolina Department of Health and Environmental Control.

Respectfully Submitted,

/S/

Richard L. Whitt

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO.:**

**Re: Application of Mark S. Wrigley )  
for Approval of the Sale )  
of a Portion of the Assets )  
of Wyboo Plantation Utilities, Inc. )  
to Clarendon County. )**

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**APPLICATION FOR  
THE APPROVAL  
OF THE SALE  
OF ASSETS.**

**INTRODUCTION**

Wyboo Plantation Utilities, Inc.'s present service territory consists of portions of Sumter and Clarendon Counties. Specifically, services are provided by Wyboo Plantation Utilities, Inc. through its business divisions. These business divisions are Wyboo Plantation subdivision in Clarendon County and Grenada Mobile Home Park in Sumter County.

Previously, Wyboo Plantation Utilities, Inc. (hereinafter, "the Utility") received permission from the Public Service Commission of South Carolina in Order No. 2008-704, issued on October 15, 2008, in Docket No. 2008-289-W to sell its water system serving Cedar Hill Mobile Home Park located in Sumter County, South Carolina.

**APPLICATION**

Mark S. Wrigley ("Applicant" or "present Certificate Holder"), pursuant to 26 S.C. Code Ann., RR.103-504, and 103-704 (1976, as amended), and other applicable Rules and Regulations of the Public Service Commission of South Carolina (hereinafter, the "Commission"), hereby requests that this Commission approve the sale and transfer of the ownership of only that portion of the Water and Sewer Utility known as Wyboo Plantation Utilities, Inc., that serves Wyboo Plantation Subdivision, Mill Creek Subdivision, Deercreek Subdivision, Creekside Subdivision, White Oak Landing Subdivision, White Oak Point Subdivision, Club Way Commons Subdivision, The Villas Condominiums and Players Course Drive, in Clarendon County (hereinafter, "the Affected Areas"). The transfer and sale specifically includes infrastructure and all assets and income and ownership without limitation, and all customers and rights, operating



authority and *indicia* of ownership as broadly as those terms may be defined, directly related to that portion of the utility serving the Affected Areas in Clarendon County. In support of his Application, Applicant would show the following:

1. Mark S. Wrigley is the present Certificate Holder of the Utility, authorized by this Commission to operate Wyboo.
2. The Utility is a public utility subject to the jurisdiction of this Commission.
3. The Utility is a South Carolina corporation in good standing under the laws of the state of South Carolina and its corporate charter is presently on file with this Commission.
4. Applicant seeks approval to transfer ownership only of that portion of the utility described hereinabove and only those customers attendant to that portion, which includes the applicable infrastructure, assets, income, ownership, liabilities and rights and operating authority of the Utility, directly related to the utility's provision of service to the Affected Areas in Clarendon County.
5. Applicant seeks expedited approval of this matter and a waiver of any requirement for a formal hearing, if after notice, no substantial opposition arises therefrom.
6. All communications concerning this Application may be directed to:

Applicant

Mark S. Wrigley  
19 Broad Street  
Sumter, South Carolina 29151

Attorney of Record

Richard L. Whitt  
Austin & Rogers, P.A.  
508 Hampton Street, Suite 300  
Columbia, S.C. 29201  
(803) 251-7442

7. Present certificate holder, Mark S. Wrigley, has agreed to sell and transfer and purchaser The County of Clarendon, a body politic, (hereinafter, "Clarendon County") has agreed to buy, only the above described assets, including but not limited to, all easements and all rights and privileges contained therein and operating authority of the Utility attendant to the Affected Areas of the Utility described hereinabove and as is more fully set forth hereinabove and memorialized in the, "Agreement to Buy and Sell Real Estate", with Exhibit "A" dated November 20, 2008

(copy attached hereto as Exhibit "1").

8. The transfer and sale contemplated, after regulatory approvals, will be a final transfer and sale of only that portion of the Utility specified hereinabove to Clarendon County and Clarendon County as owner of the denominated portion of the Utility, assumes all liability attendant to that ownership and operation of only that portion of the Utility, specified hereinabove.

9. Therefore, the agreement of the parties does not create a joint venture by the parties, but calls for a final transfer and final sale of those assets specified hereinabove, directly related to the utility service provided to the Affected Areas in Clarendon County, South Carolina.

10. The transfer and sale contemplated herein will be carried out in accordance with and subject to, the regulations of the Commission and in coordination with and proper notice to the customers of the affected portion of the Utility.

11. The purposed sale, if approved by this Commission, is subject to the terms and conditions of all permits issued by the South Carolina Department of Health and Environmental Control (hereinafter, "SCDHEC"), and all applicable consent orders.

12. Purchaser, Clarendon County intends to adopt the utility's currently approved rates for service to the customers located in the Affected Areas in Clarendon County, South Carolina.

13. Purchaser, Clarendon County has the expertise and sufficient resources to serve the customers located in the Affected Areas in Clarendon County, South Carolina.

14. Counsel for the South Carolina Office of Regulatory Staff is being served with a copy of these pleadings.

15. The SCDHEC is also being served with a copy of these pleadings.

### **CONCLUSION**

Based upon the foregoing, it is in the best interests of the customers of the Affected Areas in Clarendon County and in the public interest, that this Commission approve the proposed sale of the denominated portion of the Utility, as set forth in more detail hereinabove.

**WHEREFORE**, having fully set forth the reasons in his Application, Mark S. Wrigley respectfully request that this Commission:

- A. inquire into this matter; and
- B. if substantial opposition does not develop, hear and decide this matter at an appropriate weekly agenda session; and
- C. grant its approval of the transfer and sale of the denominated portion of the Utility requested hereinabove; and
- D. grant such further and other relief as this Commission deems fit and proper.

Respectfully Submitted,

Austin, & Rogers, P.A.

\_\_\_\_\_/S/\_\_\_\_\_  
\_\_\_\_\_

Richard L. Whitt

Attorney for Wyboo Plantation Utilities, Inc.

Columbia, South Carolina

December 10, 2008





# AGREEMENT TO BUY AND SELL REAL ESTATE (FOR GENERAL USE AND LOTS/ACREAGE)

1. PARTIES: This legally binding Agreement entered into on November 20, 2008 between, Buyer(s), Summit Realty & Development or Assignee, (hereinafter called "BUYER"), and Seller(s), Wyboo Plantations UTILITIES, INC, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of Same

THE BUYER ☐ SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. PROPERTY TO BE SOLD: Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision Wyboo - Clarendon County, S.C.

Address All property, real & personal, owned by seller on date of this contract, identified as the Wyboo Plantations Utilities, Inc., to include but not limited to Exhibit "A" attached.

Tax Map # \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

County of Clarendon, State of South Carolina.

3. PURCHASE PRICE shall be \$ 850,000.00  
Eight Hundred FIFTY THOUSAND AND NO/100 dollars.

4. METHOD OF PAYMENT: Purchase price shall be paid as follows: ☒ Cash; or ☐ Subject to Financing. Financing to be obtained by ☐ Conventional ☐ Seller ☐ VA ☐ FHA ☐ Other terms: \_\_\_\_\_

5. EARNEST MONEY: This offer is accompanied by an earnest money deposit of \$ 5,000.00. Buyer and Seller authorize D. Gene Rickenbaker, Attorney as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐ Cash, ☒ Check, or ☐ Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE BROKER HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

6. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum N/A% loan (loan-to-value ratio) within N/A consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within N/A consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 22.

FHA Mortgage Insurance ☐ will ☒ will not be added to the mortgage. VA funding fee ☐ will ☒ will not be added to the mortgage.

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**COPY**



**7. CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:

(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.

(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: Buyer agrees to pay up to \$2500.00 of Seller's Closing Cost

**8. OPTION TO TERMINATE AFTER DUE DILIGENCE:** (A) Seller grants to Buyer a 30 day right ("Termination Right") from the date of this agreement during which Buyer may do any or all of the following:

1. Conduct at Buyer's sole expense whatever due diligence, inspections, examinations, surveys and testing, if any, Buyer deems appropriate to evaluate the suitability of Property for Buyer's intended use, including, but not limited to, zoning, governmental regulations, environmental concerns, availability of utilities and whether the soil on Property will support a septic system of a size and type of desired Buyer (hereinafter collectively referred to as "Buyer's Due Diligence");

(B) Seller acknowledges and agrees that Buyer and/or his agents and employees may have free access during normal business hours to visit Property for the purpose of conducting Buyer's Due Diligence. Buyer hereby agrees to indemnify and hold Seller, Broker and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost or expense associated with Buyer's inspection of and entry upon Property.

(C) If Buyer decides to exercise Buyer's right to terminate this Agreement, Buyer must give notice of the same to Seller prior to the expiration of the Termination Right. If Buyer fails to give such notice timely, the Termination Right shall automatically expire and shall no longer be a part of this agreement, and Buyer shall be deemed to have accepted Property "as-is". The expiration of the Termination Right shall not, however, remove or terminate and other contingencies to which the Agreement may be subject, or limit any other rights which Buyer may have under this Agreement.

IF CONTRACT IS TERMINATED IN ACCORDANCE WITH THIS SECTION OF CONTRACT, ESCROW DEPOSIT WILL BE REFUNDED

**9. BUILDING PERMIT:** This Agreement [ ] is [X] is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to build on Property. If Buyer notifies Seller in writing within \_\_\_\_\_ days after the complete execution of this agreement that Buyer is unable to acquire all required licenses and permits for the appropriate governmental authority to build on Property, then in such event this Agreement shall terminate. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

**10. REZONING:** This Agreement [ ] is [X] is not contingent upon Property being rezoned to \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the appropriate governmental authorities. For purpose herein, the term rezoned shall mean that the above referenced zoning has been fully approved by the appropriate governmental authority and any period to appeal such rezoning has expired without an appeal being filed. The [ ] Buyer [ ] Seller shall be responsible for pursuing such rezoning, and paying all associated costs. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. If Buyer notifies Seller or Broker in writing within forty-eight hours after the above date the Property cannot be so rezoned, then in such event this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

**11. WELL, SEPTIC TANK, SEWER AVAILABILITY:** It shall be the responsibility of the Buyer to obtain approval from the South Carolina Department of Health and Environmental Control or other proper South Carolina authority prior to closing in the event a well and/or septic tank is needed to be placed on the property. N/A

In the event that the Buyer applies for well or septic tank approval and DHEC or other proper authority denies approval or issues a preliminary opinion showing that the property is not suitable for the installation of a well and/or a conventional septic system suitable for the Buyer's intended home or other structure, then in such event, the Buyer may elect to rescind this Agreement and receive a refund of the earnest money deposit. If the property is capable of being connected to a water and/or sewerage line maintained by a private or public utility for a normal tap fee and at a cost to complete tap not to exceed \$\_\_\_\_\_, then in such event, the Buyer shall contract such authority to obtain confirmation that the subject property is properly tapped for water and sewer system or may be tapped into the water and sewerage system.

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Seller represents that the property is connected to ☐ public sewer system or to ☐ septic tank or to ☐ public water or to ☐ well system or to ☐ other A water & sewer utility system

12. **SURVEY:** Upon the acceptance of this offer, the property shall be surveyed by a licensed surveyor at the expense of the ☒ BUYER ☐ SELLER. The surveyor shall set and flag all property pins, showing encroachments and easements. Property must be \_\_\_\_\_ x \_\_\_\_\_ or having at least N/A acres. The survey to be approved in writing by Buyer prior to closing. The purchase price is based upon \$ N/A per \_\_\_\_\_ (acre, sq. ft., or front ft.) and shall be adjusted in accordance with the area set forth in such a survey, if applicable.

13. **CONVEYANCE: SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before December 19, 2008, no later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

14. **POSSESSION:** Possession of said property will be given to Buyer on the day of closing. Seller agrees to deliver property free of debris and in a clean condition. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

15. **CONDITION OF PROPERTY:** The Seller shall not remove any timber, dirt, minerals or otherwise affect the condition of the property after the signing of this Agreement. All timber, dirt, minerals, etc., shall remain with the property and be a part of the property and be transferred to the Buyer. The Seller shall not bring any trash, refuse, debris, medical or hazardous waste, or other improper materials upon the property. In the event any condemnation proceeding is brought by any governmental authority, agency, utility, etc., prior to the closing, then the Buyer may elect to rescind the agreement.

16. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 5:00 o'clock PM on 11/20, 2008 unless countered or accepted by Seller in written form prior to such time. Time is of the essence.

17. **SPECIAL STIPULATIONS:** The following stipulations concerning restrictions, and easements affecting desired use, drainage, hazardous waste, availability of water and sewer, soil test, wetlands study, subordination, lot releases, etc., should be included here. If conflicting with printed matter, the following stipulations shall control: (See addendum if applicable) N/A

18. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. BUYER IS TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS. The ☒ Buyer or the ☐ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

19. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

20. **ROLLBACK TAXES (IF ANY):** When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by ☐ Buyer or ☒ Seller.

21. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

22. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 23), or terminate

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this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

**23. ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

**24. SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

**25. APPRAISED VALUE:** (check one)

☒ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

**26. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL PROTECTION MATTERS:** All reports and certifications called for by the lending agencies and any governmental body, by the Buyer concerning any special study area, wetlands or for any environmental protection matter shall be at the expense of the N/A. In the event such studies are wanted or required, the studies must be furnished by the proper parties within        days of complete execution of the agreement. The Buyer and Seller must have access to all studies within five (5) days of receipt of the studies. If Buyer fails to meet these deadlines, Buyer is deemed to have waived any and all rights under this paragraph. If the Buyer is not satisfied with the results, the Seller shall have the option of correcting the problem. If the Seller elects not to correct the problem, the Buyer's obligations under this Agreement terminate.

**27. COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

**28. DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

**29. MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale,

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purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud.

Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

**30. ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

**31. SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**32. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**33. EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 10 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

**34. MEGAN'S LAW:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

**35. NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

**36. CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) Contract subject to approval of all regulatory agencies. Buyer does not assume any contractual obligations of seller. Purchase price does not include any of seller's Receivables or cash on hand at day of closing nor does it include assumption of any payables of the seller or system.  
☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE



Seller agrees to coordinate Transfer & Training of SYSTEM IF desired by Buyer.  
Seller to provide buyer or assigns within 10 days of Execution of this contract of sale an  
inventory of all (specialized or otherwise) tools & equipment necessary and currently used to operate said  
system, all correspondence with regulatory agencies received since retaining ownership.  
 THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF (see below)  
 THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF  
 THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING  
 THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: <u>[Signature]</u>	Date <u>11/20/08</u>	Time <u>11:30 a.m.</u>
WITNESS: <u>[Signature]</u>	Date <u>11/20/08</u>	Time <u>11:30 a.m.</u>
BUYER: _____	Date _____	Time _____
WITNESS: _____	Date _____	Time _____
SELLER: <u>[Signature]</u>	Date <u>11/20/08</u>	Time <u>11:20</u>
WITNESS: <u>[Signature]</u>	Date <u>11/20/08</u>	Time <u>4:23pm</u>
SELLER: _____	Date _____	Time _____
WITNESS: _____	Date _____	Time _____

LISTING AGENT AND COMPANY \_\_\_\_\_

SELLING AGENT AND COMPANY Summit Realty & Development

SELLING AGENT IS PRESENTING THIS OFFER AS A ☒ BUYER'S AGENT OR ☐ SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT \_\_\_\_\_

### Contingencies - (Continued from above)

all business records including but not limited to current customer lists, rate  
 lists and all other business documents related to the system and all documents  
 related to access and ownership including but not limited to recorded or  
 non-recorded easements, access agreements, plats, surveys, deeds, titles  
 or bills of sale,

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be altered, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

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☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER HAVE READ THIS PAGE



EXHIBIT "A"

Page 1 of 7

Buyer: Summit Realty & Development or Assignee  
 Seller: Wyboo Plantation UTILITIES, INC

Property # 1 - Wyboo Plantation Well Site:

All that certain piece, parcel, or lot of land situate, lying, and being in the County of Clarendon, State of South Carolina, being known and designated as a 2.34 acre tract of land consisting real estate published on a plat herein below described and further consisting of a well, a pump house and a tank as well as an asphalt parking lot. All of which is more particularly shown on survey prepared by DuValle W. Elliott, dated April 7, 1999, and recorded in the Office of the Register of Deeds for Clarendon County in Plat Book S-49, at page 557, reference to which plat is made for a more full and accurate description.

This tract being identified as Tax Map Parcel #163-00-01-101.

Property #2 - Wyboo Plantation Sewer Treatment Facility:

All that certain piece, parcel, or lot of land situate, lying, and being in the County of Clarendon, State of South Carolina, being known and designated as a 4.28 acre tract of land consisting of a pump house and an oxidation pond, all of which are located on the Northwestern side of the right-of-way of South Carolina Highway S-14-345. The property referenced herein is more particularly described on that certain plat entitled "Plat of Wyboo Plantation Sewer Plant," dated April 7, 1999, prepared by DuValle W. Elliott, and recorded in the Office of the Register of Deeds for Clarendon County in Plat Book S-49, at page 556, reference to which plat is made for a more full and accurate description.

This tract being identified as Tax Map Parcel #162-00-03-062.

Property #3 - Water Lines

All those certain water lines both present and future, published and located on those certain plans entitled "Water Improvement Plan," dated April 27, 1999, prepared for Wyboo Utilities, Inc., by Timmons Engineering.

Property #4 - Sewer Lines

All those certain sewer lines both present and future, published and located on those certain plans entitled "Sewer Improvements Plan," dated April 27, 1999, prepared for Wyboo Utilities, Inc., by Timmons Engineering.

Property #5 - General Easement for Water and Sewer Lines within Wyboo Plantation

A ten foot easement (five feet on each side of existing water and sewer lines) for the purpose of ingress and egress for maintenance, restoration and all purposes associated with the effective use of the water and sewer lines referenced herein.

Property #6 - Water and Sewer Lines Within Wyboo Plantation:

All pipes, valves, hydrants, fittings, and appurtenances to the water supply and sewer disposal system as more fully shown on plans by Timmons Engineering entitled "Sewer System Plan, Wyboo Plantation System," dated December 1, 2000, and plans by Timmons Engineering entitled "Water System Plan, Wyboo Plantation System," dated December 1, 2000.

Property #7 - Site for Well #4

All of that certain piece, parcel, or lot of land lying, being, and situate in Clarendon County, South Carolina, and being depicted on that certain plat prepared by DuValle W. Elliott, R.L.S., entitled "A Proposed Well Site and its Relationship to an Existing Well, Survey Completed November 30, 2000, for Wyboo Utilities, Inc." Said lot being bounded completely by lands of Land Promotions, Inc., d/b/a

TJB  
 HSW

PLANTATION FOR CLARIFICATION, AND DECLARATION OF AMENDMENT, recorded in Deed Book A-340 at page 71; and

(l) DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO OAK VIEW VILLAS, recorded in Deed Book A-340 at page 76;

(m) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK 'L' EXTENSION" recorded in Deed Book A-389 at page 147;

(n) THIRD DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO LAKE ARBU VILLAGE, recorded in Deed Book A389 at page 152;

(o) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK L" recorded in Deed Book A-400 at page 115; and

(p) AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "LAKE ARBU VILLAGE" AND OTHER "PATIO LOTS," recorded in Deed Book A-400 at page 121; and

all of which are collectively referred to as the "Declaration," and

WHEREAS, the provisions of the Declaration were made applicable to the property as described therein and expanded to include other properties as therein provided; and

WHEREAS, pursuant to that certain ASSIGNMENT OF PARTNERSHIP INTEREST, executed by and between Land Promotions, Inc., and B & H Developers, Inc., dated January 6, 1995, and recorded in the office of the Clerk of Court of Clarendon County in Deed Book A-268 at page 63, Declarant acquired all rights, title, and interest formerly held by Wyboo Plantation, a South Carolina general partnership, thereby acquiring all powers reserved for the "Declarant" in the Declaration; and

WHEREAS, pursuant, to those powers, Declarant has dedicated a portion of Wyboo Plantation known as "Oak Hill Patio Home Village", which is depicted upon the following plats:



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CLARENDON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, states that she saw the within named Land Promotions, Inc. by Calhoun Mays, Jr., its President, sign and as its act and deed, deliver the within written REVISED DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "OAK HILL PATIO HOME VILLAGE" for the uses and purposes therein mentioned and that she with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this  
11 day of January, 2001

Brenda L. Wynn

Ram M. Mays (LS)  
Notary Public for South Carolina  
My Commission Expires: 12/31/05

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF CLARENDON       )

**DECLARATION OF AMENDMENT TO THE GENERAL DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO  
PLANTATION RELATING TO "PINE LAKE"**

This Declaration and Amendment is made effective this 23 day of August, 2001 by Land Promotions, Inc., d/b/a Wyboo Plantation, hereinafter referred to as the "Declarant" of Wyboo Plantation, of Clarendon County, South Carolina.

**WITNESSETH:**

**WHEREAS**, the predecessor Declarant, Wyboo Associates Limited Partnership, executed that certain GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION on the 14th day of December, 1990, and caused the same to be recorded in the Office of the Clerk of Court of Clarendon County in Book A-197 at Page 243, which was amended by the following:

- (a) DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the Office of the Clerk of Court of Clarendon County in Deed Book A-219 at Page 184; and
- (b) ASSIGNMENT OF DECLARANT'S RIGHTS UNDER CERTAIN COVENANTS recorded in the above Office in Deed Book A-219 at Page 202; and
- (c) SUPPLEMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-222 at Page 176; and
- (d) SECOND DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-223 at Page 149; and
- (e) AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-231 at Page 134; and
- (f) THIRD AMENDMENT TO THE GENERAL DECLARATION OF

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LAKE ARBU VILLAGE, recorded in Deed Book A389 at page 152;

(o) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK L" recorded in Deed Book A-400 at page 115; and

(p) AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "LAKE ARBU VILLAGE" AND OTHER "PATIO LOTS," recorded in Deed Book A-400 at page 121; and

(q) REVISED DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "OAK HILL PATIO HOME VILLAGE," recorded in Deed Book A-447 at page 020.

all of which are collectively referred to as the "Declaration," and

WHEREAS, the provisions of the Declaration were made applicable to the property as described therein and expanded to include other properties as therein provided; and

WHEREAS, pursuant to that certain ASSIGNMENT OF PARTNERSHIP INTEREST, executed by and between Land Promotions, Inc., and B & H Developers, Inc., dated January 6, 1995, and recorded in the office of the Clerk of Court of Clarendon County in Deed Book A-268 at page 63, Declarant acquired all rights, title, and interest formerly held by Wyboo Plantation, a South Carolina general partnership, thereby acquiring all powers reserved for the "Declarant" in the Declaration; and

WHEREAS, pursuant to item "(o)" above, DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK L" recorded in Deed Book A-400 at page 115, a group of lots identified as "Block L" was annexed into Wyboo Plantation; and

WHEREAS, Declarant desires to establish the lots identified as "Block L" as a separate use classification, and publish certain covenants, conditions, restrictions, and easements applicable thereto; and

WHEREAS, in order to accomplish that purpose, the Declarant desires to amend the Declaration by inserting therein the certain sections containing covenants and restrictions which will apply only to the property depicted on the plat referenced in Item "(o)" above, which plat is

lots located within Pine Lake Estates.

Except as hereby modified, the Declaration is hereby reaffirmed and shall remain in full force and effect except as hereby amended.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Annexation to be executed and effective the day and year first above written.

LAND PROMOTIONS, INC.  
d/b/a WYBOO PLANTATION

by: Herbert Anderson, Jr.  
Calhoun Mays, Jr. Herbert Anderson, Jr.  
Its: President Vice President

Jennifer L. Reynolds

Harvey A. McLaughlin

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STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CLARENDON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn,  
*Robert Anderson, Jr. Vice President*  
 states that he saw the within named Land Promotions, Inc. by Calhoun Mays, Jr., its President,  
 sign and as its act and deed, deliver the within written **DECLARATION OF AMENDMENT**  
**TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO**  
**"PINE LAKE"** for the uses and purposes therein mentioned and that he with the other  
 witness subscribed above witnessed the execution thereof.

Sworn to before me this  
23<sup>rd</sup> day of August, 2001

*Brenda L. Roberts* (LS)  
 Notary Public for South Carolina  
 My Commission Expires: December 3, 2003

NOTARY PUBLIC FOR SOUTH CAROLINA  
 My commission expires December 3, 2003

*Robert Anderson, Jr.*

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 R M C DEPARTMENT CLARENDON CO  
 Beulah G. Roberts, Clerk of Court

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CLARENDON )

**DECLARATION OF AMENDMENT TO THE GENERAL DECLARATION OF  
 COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO  
 PLANTATION RELATING TO "PINE LAKE"**

This Declaration and Amendment is made effective this 23 day of August, 2001 by Land Promotions, Inc., d/b/a Wyboo Plantation, hereinafter referred to as the "Declarant" of Wyboo Plantation, of Clarendon County, South Carolina.

**WITNESSETH:**

**WHEREAS**, the predecessor Declarant, Wyboo Associates Limited Partnership, executed that certain GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION on the 14th day of December, 1990, and caused the same to be recorded in the Office of the Clerk of Court of Clarendon County in Book A-197 at Page 243, which was amended by the following:

- (a) DECLARATION OF ANNEXATION AND FIRST AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the Office of the Clerk of Court of Clarendon County in Deed Book A-219 at Page 184; and
- (b) ASSIGNMENT OF DECLARANT'S RIGHTS UNDER CERTAIN COVENANTS recorded in the above Office in Deed Book A-219 at Page 202; and
- (c) SUPPLEMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-222 at Page 176; and
- (d) SECOND DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-223 at Page 149; and
- (e) AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION recorded in the above Office in Deed Book A-231 at Page 134; and
- (f) THIRD AMENDMENT TO THE GENERAL DECLARATION OF

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 Of Original Filed  
 In This Office  
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 Beulah G. Roberts  
 Clerk of Court  
 RMC Department  
 Clarendon County, SC



LAKE ARBU VILLAGE, recorded in Deed Book A389 at page 152;

(o) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK L" recorded in Deed Book A-400 at page 115; and

(p) AMENDMENT TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "LAKE ARBU VILLAGE" AND OTHER "PATIO LOTS," recorded in Deed Book A-400 at page 121; and

(q) REVISED DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "OAK HILL PATIO HOME VILLAGE," recorded in Deed Book A-447 at page 020.

all of which are collectively referred to as the "Declaration," and

WHEREAS, the provisions of the Declaration were made applicable to the property as described therein and expanded to include other properties as therein provided; and

WHEREAS, pursuant to that certain ASSIGNMENT OF PARTNERSHIP INTEREST, executed by and between Land Promotions, Inc., and B & H Developers, Inc., dated January 6, 1995, and recorded in the office of the Clerk of Court of Clarendon County in Deed Book A-268 at page 63, Declarant acquired all rights, title, and interest formerly held by Wyboo Plantation, a South Carolina general partnership, thereby acquiring all powers reserved for the "Declarant" in the Declaration; and

WHEREAS, pursuant to item "(o)" above, DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK L" recorded in Deed Book A-400 at page 115, a group of lots identified as "Block L" was annexed into Wyboo Plantation; and

WHEREAS, Declarant desires to establish the lots identified as "Block L" as a separate use classification, and publish certain covenants, conditions, restrictions, and easements applicable thereto; and

WHEREAS, in order to accomplish that purpose, the Declarant desires to amend the Declaration by inserting therein the certain sections containing covenants and restrictions which will apply only to the property depicted on the plat referenced in Item "(o)" above, which plat is

lots located within Pine Lake Estates.

Except as hereby modified, the Declaration is hereby reaffirmed and shall remain in full force and effect except as hereby amended.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Annexation to be executed and effective the day and year first above written.

LAND PROMOTIONS, INC.

d/b/a WYBOO PLANTATION

by: Herbert Anderson, Jr.  
Calhoun Mays, Jr. Herbert Anderson, Jr.  
Its: President Vice President

Jennifer L. Reynolds

Shirley A. McLaughlin



STATE OF SOUTH CAROLINA    )  
   )  
 COUNTY OF CLARENDON        )

PERSONALLY appeared before me the undersigned witness who, being duly sworn,  
*Robert Anderson, Jr. Vice President*  
 states that     he saw the within named Land Promotions, Inc. by ~~Calhoun Mays, Jr.~~, its President,  
 sign and as its act and deed, deliver the within written **DECLARATION OF AMENDMENT**  
**TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO**  
**"PINE LAKE"**       for the uses and purposes therein mentioned and that     he with the other  
 witness subscribed above witnessed the execution thereof.

Sworn to before me this  
23<sup>rd</sup> day of August, 2001

*[Signature]* (LS)  
 Notary Public for South Carolina  
 My Commission Expires:                     

*[Signature]*  
 Notary Public for South Carolina  
 My Commission Expires September 2, 2006

above Office in Deed Book A-263 at Page 99.

(g) DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO LAKE ARBU VILLAGE, recorded in Deed Book A-271 at page 3; and

(h) SECOND DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO LAKE ARBU VILLAGE, recorded in Deed Book A308 at page 110; and

(i) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION RELATING TO BLOCK "H" AND BLOCK "I," recorded in the above office in Deed Book A-308 at page 115, and

(j) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO ADDITIONAL LOTS IN BLOCK "I" AND BLOCK "K", recorded in Deed Book A-340 at page 41; and

(k) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WYBOO PLANTATION FOR CLARIFICATION, AND DECLARATION OF AMENDMENT, recorded in Deed Book A-340 at page 71; and

(l) DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO OAK VIEW VILLAS, recorded in Deed Book A-340 at page 76;

(m) DECLARATION OF ANNEXATION TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO "BLOCK 'L' EXTENSION" recorded in Deed Book A-389 at page 147;

(n) THIRD DECLARATION OF ANNEXATION AND AMENDMENTS TO THE GENERAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WYBOO PLANTATION RELATING TO LAKE ARBU VILLAGE, recorded in Deed Book A389 at page 152;